

The www.petcards.co.uk site is owned and operated by C McEwan trading as Petcards.

Address: Petcards, PO BOX 31, Northleach, CHELTENHAM, GL54 3WX

Please read the Terms carefully. By using this Website you will be deemed to be bound by them. If you do not accept the Terms, do not continue to use the Website. **Nothing in the Terms will affect your statutory rights.**

Last updated 10th September 2005

1. **INTERPRETATION**

1.1 In these Terms:

Buyer: the person, firm or Business who purchases the Goods from the Business.

Business: C McEwan trading as Petcards.

Contract: any contract between the Business and the Buyer for the sale and purchase of the Goods, incorporating these conditions.

Goods: any goods agreed in the Contract to be supplied to the Buyer by the Business.

Intellectual Property Rights: means any and all intellectual property rights whether registered or unregistered including but not limited to patents, copyrights, trademarks and registered designs.

Materials: the resources needed to make the Goods.

Order: the Business's receipt of the order form.

Terms: the standard terms and conditions of sale set out in this document.

Website: the website owned and operated by the Business.

Working days: Mondays to Fridays excluding public holidays.

1.2 A reference to any statute is a reference to it as it is in force for the time being taking account of any amendment, extension, application or re-enactment and includes any subordinate legislation for the time being in force made under it.

1.3 Words in the singular include the plural and in the plural include the singular.

1.4 A reference to one gender includes a reference to the other gender.

1.5 Condition headings do not affect the interpretation of these conditions.

2. **APPLICATION OF TERMS**

- 2.1 The Contract shall be on these Terms to the exclusion of all other terms and conditions (including any terms or conditions which the Buyer purports to apply under any confirmation of order, specification or other document).
- 2.2 No other terms or conditions endorsed on, delivered with or contained in the Buyer's confirmation of order, specification or other document shall form part of the Contract simply as a result of such document being referred to in the Contract.
- 2.3 These Terms apply to all the Business's sales. The Buyer acknowledges that it has not relied on any statement, promise or representation made or given by or on behalf of the Business which is not set out in the contract. Nothing in this condition shall exclude or limit the Business's liability for fraudulent misrepresentation.

3. **DESCRIPTION**

- 3.1 The Business tries to ensure that all items shown on the Website are accurately represented however slight variations in colour, typefaces and layout may be experienced.

4. **ACCEPTANCE OF ORDERS**

- 4.1 Please see the "**How to Order**" section on the Website for how to place an order.
- 4.2 Each Order by the Buyer from the Business shall be deemed to be an offer by the Buyer to buy Goods subject to these Terms.
- 4.3 On receipt of the Buyer's Order, the Buyer will be requested to immediately pay for the Order online.
- 4.4 Subject to sub-clause 10.2 below, no Order placed by the Buyer shall be deemed to be accepted by the Business until online payment has been made by the Buyer.
- 4.5 The Buyer shall ensure that its Order and any applicable specification are complete and accurate.
- 4.6 If the Business decides not to accept the Order e.g. under sub-clause 10.2 a full refund will be given.
- 4.7 If the Materials are out of stock the Buyer will be informed by email and the payment will be held until the Materials become available unless the

Buyer requests a full refund. See the “**Returns and Refunds**” section on the Website.

- 4.8 The Business reserves the right to provide substitute Goods of comparable or improved quality. The Goods can be returned according to the Business’s general returns policy if they do not meet the Buyer’s satisfaction.

5. **DELIVERY**

- 5.1 The cost of post and packaging is shown at the checkout.
- 5.2 Buyers must allow more time for delivery during peak times to allow for seasonal demand e.g. at Christmas time.
- 5.3 Any timescales specified are intended to be an estimate and time for delivery shall not be made of the essence by notice.
- 5.4 The Business will accept no liability for delays caused by the Buyer.
- 5.5 Subject to the other provisions of these conditions the Business shall not be liable for any direct, indirect or consequential loss (all three of which terms include, without limitation, pure economic loss, loss of profits, loss of business, depletion of goodwill and similar loss), costs, damages, charges or expenses caused directly or indirectly by any delay in the delivery of the Goods (even if caused by the Business’s negligence), nor shall any delay entitle the Buyer to terminate or rescind the Contract unless such delay exceeds 30 days.
- 5.6 If for any reason the Buyer fails to accept delivery of any of the Goods when they are ready for delivery, or the Business is unable to deliver the Goods on time because the Buyer has not provided appropriate instructions, documents, licences or authorisations:
- (a) Risk in the Goods shall pass to the Buyer (including for loss or damage caused by the Business’s negligence); and
 - (b) The Goods shall be deemed to have been delivered.
- 5.7 The quantity of any consignment of Goods as recorded by the Business upon dispatch from the Business’s place of business shall be conclusive evidence of the quantity received by the Buyer on delivery unless the Buyer can provide conclusive evidence proving the contrary.
- 5.8 The Business shall not be liable for any non-delivery of Goods (even if caused by the Business’s negligence) unless the Buyer gives written notice to the Business of the non-delivery within 7 days of the date when the Goods would in the ordinary course of events have been received.

- 5.9 Any liability of the Business for non-delivery of the Goods shall be limited to replacing the Goods within a reasonable time or issuing a credit note at the pro rata Contract rate against any invoice raised for such Goods.

6. CANCELLATION AND RETURNS

- 6.1 The Business endeavours to dispatch the Goods to you in perfect condition. In the rare case that the Goods are damaged in transit, the Buyer is requested to contact the business via the 'Refunds and Returns' page. The Business and the Buyer will agree steps to rectify any problem as soon as possible.
- 6.2 If the Buyer wishes to cancel an order, the Buyer is requested to email the Business on cat@petcards.co.uk. However due to the Goods being of a perishable nature, where the Business has taken steps to produce the Goods, the Buyer shall still be liable for payment of the same.

7. PRICE

- 7.1 Unless otherwise agreed by the Business in writing, the price for the Goods shall be the price set out on the Website published on the date of delivery or deemed delivery.
- 7.2 In the event that the Buyer orders an item and the price published on the Website was incorrect for any reason the Business will inform the Buyer of the correct price and request confirmation as to whether the Order can continue.
- 7.3 The price shown for the Goods (on the web pages and at the checkout) shall be inclusive of any value added tax and all costs or charges in relation to packaging, loading, unloading, carriage and insurance.

8. LIMITATION OF LIABILITY

- 8.1 The information, materials and functions contained in the Website including text, graphics, links, third party software or other items are provided on an "as is" and "as available" basis excluding any warranty whatsoever, express or implied, including but not limited to warranties of satisfactory quality, fitness for a particular purpose and freedom from computer viruses.
- 8.2 The Website may provide links to third party websites and resources from time to time. These links are provided for the Buyer's convenience. The Business is not responsible for the availability of these websites nor endorses such websites. The Business will accept no responsibility or

liability in respect of loss or damage the Buyer may suffer by using third party websites. Such websites are accessed at the Buyer's own risk.

- 8.3 Nothing in conditions 8.1 and 8.2 applies to the Business's liability in respect of products sold through the Website.
- 8.4 All warranties, conditions and other terms implied by statute or common law are, to the fullest extent permitted by law, excluded from the Contract.
- 8.5 Nothing in these Terms excludes or limits the liability of the Business:
- (a) For death or personal injury caused by the Business's negligence; or
 - (b) Under section 2(3), Consumer Protection Act 1987; or
 - (c) For any matter which it would be illegal for the Business to exclude or attempt to exclude its liability; or
 - (d) For fraud or fraudulent misrepresentation.
- 8.6 Subject to condition 8.4 and condition 8.5:
- (a) The Business's total liability in contract, tort (including negligence or breach of statutory duty), misrepresentation, restitution or otherwise, arising in connection with the performance or contemplated performance of the Contract shall be limited to the Contract price; and
 - (b) the Business shall not be liable to the Buyer for any pure economic loss, loss of profit, loss of business, depletion of goodwill or otherwise, in each case whether direct, indirect or consequential, or any claims for consequential compensation whatsoever (howsoever caused) which arise out of or in connection with the Contract.

9. INTELLECTUAL PROPERTY

- 9.1 All text, software, music, sound, photographs, graphics, video, page layouts, design and other material that is contained on the Website is protected by the Business's or third party copyrights, trade marks, service marks, patents or other proprietary rights and laws.
- 9.2 The Website is to be used for personal activities only. The Buyer for the purpose of purchasing Goods may save parts of the Website onto a hard drive of a personal computer or print one copy of selected contents.

- 9.3 Subject to condition 9.2 the Buyer is not permitted to change, copy, store, publish, rent, licence, sell or distribute in any way any of these intellectual property rights.
- 9.4 “Petcards” is the Business’s trading mark. The Buyer agrees not to display or use it in any manner without our prior written consent.

10. ABUSE OF SERVICE

- 10.1 The Buyer is solely responsible for his use of the Website.
- 10.2 The Buyer agrees not to use the Website directly or indirectly for any unlawful purpose or so as to cause distress or offence to any person. Where the Business receives an Order from the Buyer which the Business in its reasonable opinion considers is offensive, racist, sexist etc or likely to cause distress to its recipient or a third party, then notwithstanding that the Buyer has paid for the Goods, the Business may refuse to produce the Goods without any liability whatsoever to the Buyer save for refund of the monies paid for the Goods.
- 10.3 In addition to reserving the right not to process the Buyer’s Order in accordance with sub-clause 10.2 above, the Business may impose a ban on the Buyer from placing Orders in the future if the Website is being used for such purposes but shall not be obliged to do so.
- 10.4 In such circumstances any payments made by the Buyer will be refunded.

11. COMPLAINTS

- 11.1 Complaints should be addressed to the business via the ‘feedback’ page
- 11.2 The Business aims to acknowledge complaints within 5 working days and will endeavour to resolve any complaints within 14 days. The Buyer will be kept informed during the resolution process.

12. ASSIGNMENT

- 12.1 The Business may assign the Contract or any part of it to any person, firm or other business entity.
- 12.2 The Buyer shall not be entitled to assign the Contract or any part of it without the prior written consent of the Business.

13. **FORCE MAJEURE**

The Business reserves the right to defer the date of delivery or to cancel the Contract or reduce the volume of the Goods ordered by the Buyer (without liability to the Buyer) if it is prevented from or delayed in the carrying on of its business due to circumstances beyond the reasonable control of the Business including, without limitation, acts of God, governmental actions, war or national emergency, acts of terrorism, protests, riot, civil commotion, fire, explosion, flood, epidemic, lock-outs, strikes or other labour disputes (whether or not relating to either party's workforce), or restraints or delays affecting carriers or inability or delay in obtaining supplies of adequate or suitable materials, provided that, if the event in question continues for a continuous period in excess of 60 days, the Buyer shall be entitled to give notice in writing to the Business to terminate the Contract.

14. **GENERAL**

- 14.1 These Terms constitute the entire agreement between the Business and the Buyer in relation to the items and services offered via the Website.
- 14.2 These Terms may be amended by the Business at any time by updating them on the Website. The Buyer should review the Terms each time the Website is accessed.
- 14.3 By continuing to use and access the Website the Buyer agrees to be bound by the amended Terms.
- 14.4 The Business reserves the right to amend the Website and the items and services offered via the Website without notice from time to time. Access to the Website may be occasionally restricted for these purposes.
- 14.5 Each right or remedy of the Business under the Contract is without prejudice to any other right or remedy of the Business whether under the Contract or not.
- 14.6 If any provision of the Contract is found by any court, tribunal or administrative body of competent jurisdiction to be wholly or partly illegal, invalid, void, voidable, unenforceable or unreasonable it shall to the extent of such illegality, invalidity, voidness, voidability, unenforceability or unreasonableness be deemed severable and the remaining provisions of the Contract and the remainder of such provision shall continue in full force and effect.
- 14.7 Failure or delay by the Business in enforcing or partially enforcing any provision of the Contract shall not be construed as a waiver of any of its rights under the Contract.

- 14.8 Any waiver by the Business of any breach of, or any default under, any provision of the Contract by the Buyer shall not be deemed a waiver of any subsequent breach or default and shall in no way affect the other terms of the Contract.
- 14.9 The parties to the Contract do not intend that any term of the Contract shall be enforceable by virtue of the Contracts (Rights of Third Parties) Act 1999 by any person that is not a party to it.
- 14.10 The formation, existence, construction, performance, validity and all aspects of the Contract shall be governed by English law and the parties submit to the exclusive jurisdiction of the English courts.